

HILLCREST ACADEMY PLACEMENT AGREEMENT



This agreement authorizes the placement of _____
(student's name) at Hillcrest Academy.

I, _____, the LEA/custodial agency of _____
(student's name),
understand that the following provisions of this Agreement will be binding.

I. STATEMENT OF PURPOSE

Hillcrest Academy's primary purpose is to educate and provide care and treatment for its students. The goal of the program is to provide treatment and support sources so that children may learn to their highest potential and ultimately succeed in a public school setting.

It is understood that _____ (student's name)
will be enrolled at Hillcrest Academy.

It is also understood that Hillcrest Academy is a non-secure setting. While Hillcrest Academy endeavors to provide a safe and appropriate staffing level, consistent with the requirements of state licensing agencies, Hillcrest Academy does not offer locked units. Consequently, no representations are made by Hillcrest Academy that it will be able to absolutely prevent all unauthorized departures by students. By executing this agreement, the signatories indicate that they are fully familiar with Hillcrest Academy and that they understand that their child/ward is properly served in a non-secure setting.

II. TERMS OF PAYMENT

Hillcrest will be reimbursed by _____
(reimbursing party), which party is a signatory to this agreement and bound by its provisions, for
services provided to _____ (student's name),
at a rate of _____

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III. 30 DAY WITHDRAWAL NOTIFICATION

Hillcrest Academy requires a thirty (30) day written notice of the withdrawal of any student unless circumstances warrant an emergency discharge.

In the event of an emergency discharge (hospitalization), the LEA agrees to fund an additional seven (7) days beyond the emergency discharge date, and will provide written notice to Hillcrest Educational Centers within the 7 day timeframe.

In the event that the student is withdrawn prior to 30 days, the party that is responsible for payment under this agreement acknowledges and agrees that it will pay the per diem rate for any withdrawal prior to the 30 days.

IV. ABSENTEEISM

Hillcrest Educational Centers will continue to charge the per-diem tuition rate for an absent student in order to hold that student's place in the program unless written notice is received that the student will not be returning to the program.

V. PROVISION OF DIRECT SERVICES

All services agreed to between the LEA and Hillcrest Academy will be provided by Hillcrest Academy as set forth in _____ 's (student's name) Individual Education Plan.

Assigned clinical staff at Hillcrest Academy will maintain contact with the family/guardian(s) on a reasonable basis through telephone calls and mail correspondence. Assigned clinical and educational staff are available to discuss family issues that directly affect the student and his/her family from a clinical or educational point of view.

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VI. DISCHARGE

A. CONDITIONS FOR DISCHARGE

A student's discharge can be initiated under a variety of circumstances. Those circumstances include, but are not limited to, the following:

1. By request of the parent(s)/guardian(s)
2. By request of the LEA
3. By request of the custodial or funding agency
4. The student meets all **goals** for discharge
5. The student has reached Age of Majority and decides to leave Hillcrest Academy
6. Non-payment for services rendered
7. Non-payment of costs incurred by student as per Part II (Terms of Payment) of this Agreement
8. The failure of the parent(s)/guardian(s)/custodial agency to respond within 30 days to any reasonable request by Hillcrest Academy for information pertinent to the services rendered by Hillcrest Academy.
9. The student's medical, clinical or educational condition requires a level of staff/intervention beyond that which Hillcrest Academy can provide. In this case, Hillcrest Academy will follow procedures for a planned discharge.
10. The student's behavior presents a threat to the health or safety of him/herself or other students or staff at Hillcrest Academy. In this case, Hillcrest Academy will follow emergency procedures.
11. Failure by the parents, the guardian or the student to comply with the provisions of this Agreement or any of Hillcrest Academy's other policies or procedures.

B. CONTRACTUAL OBLIGATIONS AT DISCHARGE

The LEA or funding agencies, in conjunction with the DOE regulations, agree to comply with all of their contractual obligations at the time of discharge, including all payment obligations.

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VII. TRANSITION SERVICES

Hillcrest Academy will work collaboratively with the LEA to determine the transition services necessary for the student being discharged from Hillcrest Academy. However, Hillcrest Academy will not directly provide transition services for students who have been discharged from the Hillcrest Academy, nor will Hillcrest Academy be financially responsible for the provision of such services.

VIII. MISCELLANEOUS

In the event that the signatory agencies fail to comply with their obligations under this Agreement, they expressly consent to jurisdiction in the Courts of the Commonwealth of Massachusetts. The parties agree that the law of Massachusetts shall apply to any such suit, including, without limitation, the provisions of G.L. Chapter 231, sections 85K and 85Q (relating to the limitation of liability against charitable corporations and their officers and directors).

IX. HILLCREST ACADEMY REQUIREMENTS

1. Hillcrest Academy shall comply with all elements of the IEP for the student and shall provide, in writing, to the Administrator of Special Education detailed documentation of such compliance through completion of required student progress reports.
2. Hillcrest Academy shall allow the placing school district to monitor and evaluate the education of the student and shall make available, upon request, any records pertaining to the student to authorized school personnel from the school district and the Department in accordance with the Massachusetts Student Record Regulations.
3. Hillcrest Academy shall allow the placing school district and/or the Department to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to Massachusetts students at public expense. Access to documents for the placing school district shall include general documents available to the public, documents specifically related to the student placed by such district, and other

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documents only to the extent they are necessary to verify and evaluate education services provided at public expense.

4. Hillcrest Academy shall afford publicly funded students all the substantive and procedural rights held by eligible students, including but not limited to those specified in §28.09 of these regulations, and shall comply with all other applicable requirements of these regulations and applicable policy statements and directives issued by the Department.
5. Hillcrest Academy will not discriminate on the grounds of race, color, religion, sexual orientation, national origin, gender identity, or against qualified persons with disabilities.

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I have read the above Agreement and understand all of its provisions. I agree to place

_____ at Hillcrest Academy
(student's first name) (student's last name)

in accordance with all terms of this Placement Agreement.

President/CEO
Hillcrest Educational Centers, Inc.

Date

Parent/Guardian

Date

Local Educational Authority

Date

Placing and Funding Agency Name (if not LEA)